



Wireless Broadband Internet Services—Residential Terms and Conditions

In consideration of the sums and mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. USE OF SERVICE:** By executing this Agreement, Customer acknowledges that it complies with all FCC rules and regulations. Customer agrees to use the Service in accordance with the terms of the Acceptable Use Policy. Customer will not use the Service in aircraft or in motor vehicles where prohibited by law, ordinance or regulation, as applicable. Mac's R We ("Provider") may change this Agreement at any time. Any changes are effective when the Provider provides the Customer with written or electronic notice stating the effective date of the changes. If Customer elects to use the Services or make payment to the Provider on or after the effective date of the changes, Customer is deemed to have accepted the change(s). If Customer does not accept the change(s), the Customer may terminate Services as of the effective date by sending written notice to the Provider at the address shown on the Customer's bill. If Services are terminated before the end of the current billing cycle, no credit or refund will be provided for unused Services.
- 2. TERM:** The Service Term of this Agreement shall be specified on the Subscriber Agreement Form from the date hereof. Thereafter, unless the Customer terminates this Agreement as provided for herein, this Agreement shall automatically renew on a month-to-month basis. Notice of termination by Customer shall be made only in writing to the Provider at the address shown on the Customer's bill. The Provider reserves the right NOT to renew this Agreement at anytime prior to the conclusion of the Service Term or any renewal term. Except for a Customer termination in response to Provider changes in accordance with Section 1 above, a cancellation fee of the lesser of \$500 or the total subscription fees due for the remainder of the Service term will be charged to the Customer for cancellation within the Service term.
- 3. SERVICE SUSPENSIONS:** For additional consideration, Customer may request a "Seasonal Contract," under which Customer will be charged a reduced rate for hiatus periods of a minimum of one month's duration during which Customer is away from the service area and is not using the service. Service Term of an account on season hiatus will be extended by one-quarter the length of the hiatus period(s). For non-seasonal contracts, the Customer may request temporary suspension of service for a period not to exceed four months with the consent of the Provider. Service Term of an account on such suspension will be extended by the entire length of the temporary suspension.
- 4. EQUIPMENT AND INSTALLATION:** All equipment required to provide Provider's Internet Services shall remain the property of the Provider. The Customer will be required to pay up to \$650 for loss, damage, or failure to return said Equipment. The Customer will have the Equipment installed by the Provider at the rate specified on the front of this Agreement. Installation fees are non-refundable once the Customer has accepted the installation and signed the Installation Check list. Mac's R We shall not be liable for any damage to the Customer's premises or Equipment, which may result from installation of Equipment by any person who is not employed or contracted by the Provider.
- 5. CUSTOMER RADIO EQUIPMENT:** The Provider reserves the right to change or remove assigned codes and or numbers when such change is reasonably necessary in the conduct of its business. The Customer does not have any proprietary interest in such codes or numbers.
- 6. INTERNET SERVICES:** Mac's R We Services, consisting of certain applications such as e-mail, website hosting, and other host related Services (the "Applications") are part of the Services that can be obtained through the Provider. Certain "Applications" offered by the Provider or authorized third parties may be compatible with the equipment and or the Service offered by the Provider. Such compatibility or approval from the Provider of compatibility shall not be construed as an endorsement of a particular "Application" or a commitment on the part of the Provider that "Applications" will continue to be compatible with the system, Equipment or Services for any period of time. The Provider reserves the right, in its sole discretion, to disable or discontinue any "Application" for any reason. Mac's R We's Internet Services require a computer capable of working on a network and subject to any storage, memory or other Equipment limitations.
- 7. APPLICATION CUSTOMER CARE AND SUPPORT:** Customer acknowledges and agrees that in most cases, the developer of an "Application" is responsible for providing customer care and support to all Customers using the "Application". In the event that the Mac's R We customer contacts Mac's R We Customer Care with a problem concerning the use of the "Application" the Mac's R We customer may be referred to the "Application" developer's Customer Care and Mac's R We will have no obligation to support such "Application(s)".
- 8. CONTENT AND INTELLECTUAL PROPERTY RIGHTS:** The Provider is not a publisher of third party content. Therefore, the Provider is not responsible for the content provided by such third parties, including, but not limited to statements, opinions, graphics, photos, music, services and other information ("Content") and accessed by the Customer through Mac's R We Internet Services. The Customer shall not, nor permit others, to reproduce, broadcast, distribute, sell, publish, commercially exploit or otherwise disseminate such "Content" in any manner without the prior written consent of the Provider, "Content" providers or others with proprietary interests in such "Content" as applicable.
- 9. INSTALLATION FEES / DEPOSITS:** The Customer will have to pay an Installation Fee, which is written and agreed to in the Business Subscriber Agreement. Installation fees are not refundable once the Customer has accepted the Installation work, witnessed by the Customer's signature. For certain, large multi-unit projects or specialized configurations of Equipment, the Customer may be required to provide the Provider with a deposit towards the Installation of the Equipment, also in the amount set forth in the Business Subscriber Agreement. The Provider reserves the right to interrupt Services if the Service appears to have excessive bandwidth charges, if payments are delinquent or any unusual patterns are observed on the Customer's account, or during public safety emergencies. Such interruption may be done to protect the Customer or the Provider, as the Provider determines in its sole discretion, but in no event shall the Provider be liable to the Customer or any third party, by reason of interrupting or failing to cause an interruption of Service.
- 10. RATES, CHARGES, AND PAYMENT:** The price established for Service is set forth in the current Provider rate plan(s) selected by the Customer. The Provider shall issue invoices for Service monthly. Monthly Access charges shall be invoiced in advance. The Customer is responsible to pay the Provider, within the terms specified, for charges for Service. If the Customer elects to pay using, a Provider approved credit or debit card, the Customer hereby authorizes the Provider to charge the credit or debit card specified by the Customer on a recurring monthly basis for all charges incurred on the Customer's invoice. The Customer (1) expressly authorizes the Provider to charge Customer's designated credit or debit card number(s) for all fees and charges incurred; and (2) reauthorizes the Provider to charge such account number(s) each time services are used. The Customer shall promptly notify the

Provider of any changes to the credit or debit card or bank account used for payment. The Provider reserves the right to modify any and all elements of the Service charges at any time and each such modification shall be effective immediately upon the Provider's communication thereof to the Customer. If the parties have agreed that payments are to be made in installments, or on credit, as indicated on Business Subscriber Agreement, the Customer shall be responsible for paying the amounts due as agreed to in this Agreement. If the Customer does not make all payments when they are due, such failure shall be default under this Agreement and the Provider shall be entitled to exercise any remedies it may have under this Agreement or at Law or in equity.

11. **ASSIGNMENT / RESALE / GOVERNING LAW:** This Agreement may be freely assigned by the Provider to any successor of it or any other firm or entity capable of performing its obligations hereunder, and upon any such assignment, the Provider shall be released from all obligations to the Customer. The Customer may not assign this Agreement or resell the services, which are subject to this Agreement without prior written consent of the Provider. Subject to the restrictions contained herein, this Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties hereto. This Agreement shall be governed by the laws of the State of Arizona in which this Agreement is executed by the Provider.
12. **NONPAYMENT / BREACH:** A late payment charge of 1.5% (or the maximum interest rate permitted by law) per month may be applied to the Customer's account if monthly invoices are not paid by the due date. The late payment charge is applied to the total unpaid balance due and outstanding. The late payment charge is for costs related to the non-timely payment and shall not be deemed an interest payment. A charge of \$25.00 will be made by the Provider for any check or negotiable instrument tendered by the Customer and returned unpaid by a financial institution for any reason. The Provider will accept payment by credit card, Provider or personal check, or similarly secure form of payment, on a once a month billing cycle. If the Provider obtains the services of a collection or repossession agency or an attorney to assist the Provider, in remedying the Customer's breach of this Agreement, including but not limited to the nonpayment for charges hereunder, the Customer shall be liable for this expense. The Customer understands that in the event of nonpayment of charges or any other breach of the terms and conditions of this Agreement, in addition to any other remedies the Provider may have, the Provider may temporarily or permanently terminate Service to the Customer. If the Equipment is abandoned, the Provider will take possession of the Equipment, at any time wherever the same may be without legal process and without being responsible for loss and damage.
13. **RISK OF LOSS / INSURANCE:** Upon the Customer's acceptance of delivery of the Equipment, all risk of loss, damage, theft, or destruction to the Equipment shall be borne by the Customer. No such loss, damage, theft, or destruction of the Equipment, in whole or part shall impair the obligations of the Customer hereunder, including, without limitation, responsibility for the payment of Service Charges due hereunder.
14. **TAXES, FEES, SURCHARGES & ASSESSMENTS:** Customer must pay all federal, state, and local taxes, fees, surcharges and other assessments (collectively, "Charges") that are imposed on transactions subject to this Agreement. As of the date of this Agreement, in the State of Arizona, and federally, there are NO taxes on Internet Service Providers using unlicensed bands. Customer will be responsible for such charges if legislation is changed. At which time, the Customer will receive a written notice of the change in their payment amount thirty (30) days prior to its enforcement. If changes are made and taxes are necessary to enforce, a Customer may claim an exemption from any such Charge. The Customer must provide the Provider with valid and properly executed documentation of such exemption before such exemption shall become effective.
15. **COVERAGE AREA:** As the Provider builds the network, respective coverage areas for these Services are subject to change at any time at the sole discretion of the Provider.
16. **LIMITATION AND CONDITION OF LIABILITY; INDEMNITY:** The Provider does not assume and shall have no liability under the Agreement for (i) failure to deliver the Equipment within a specified time period, (ii) availability and delays in delivery of the Equipment, or (iii) damage caused to the Equipment due directly or indirectly to causes beyond the control of the Provider, including, but not limited to acts of God, acts of the public enemy, acts of the government, acts or failure to act of the Customer, its agents, employees or subcontractors, fires, floods, epidemics, quarantine restrictions, corrosive substances in the air or other hazardous environmental conditions, strikes, freight embargoes, inability to obtain materials or services, commotion, war, unusually severe weather conditions or default of the Provider's subcontractors whether or not due to any such causes; or (iv) the use of Macs R We Internet Services, including but not limited to the accuracy or utility of any information acquired from the Internet through Macs R We Internet Services; or Internet Services, Content or Applications whether or not supported by the Provider. The Provider reserves the right to shut down its network at any time, without notice, to stop the progress of any harmful viruses which have the potential of harming the Customer's Equipment or software. WITHOUT LIMITING THE FOREGOING, THE PROVIDER'S SOLE LIABILITY FOR SERVICE DISRUPTION, WHETHER CAUSED BY THE NEGLIGENCE OF THE PROVIDER OR OTHERWISE, IS LIMITED TO A CREDIT ALLOWANCE NOT EXCEEDING AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO THE CUSTOMER FOR THE PERIOD OF SERVICE DISRUPTION. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT IS THE PROVIDER LIABLE FOR ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES CAUSED BY ITS NEGLIGENCE OR OTHERWISE, NOR FOR ECONOMIC LOSS, PERSONAL INJURIES OR PROPERTY DAMAGES SUSTAINED BY THE CUSTOMER OR ANY THIRD PARTIES. The Customer agrees to indemnify, defend, and hold the Provider harmless from *any* Customer violations of FCC rules and regulations or Customer violations of any statutes, ordinances or laws of any local, state, or federal public authority.
17. **COMPLETE AGREEMENT / SEVERABILITY / WAIVER:** This Agreement sets forth all of the agreements between the parties concerning the Service and Installation of the Equipment, and there are no oral or written agreements between them other than as set forth in this Agreement Except for changes made by the Provider in accordance with Section 1 above no amendment or addition to this Agreement shall be binding upon the Provider unless it is in writing and signed by both parties (and, in the case of the Provider, by an officer of the Provider).
18. **NO WARRANTY (SERVICE):** PROVIDER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE CUSTOMER IN CONNECTION WITH ITS USE OF THE SERVICE. IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES TO THE FULL EXTENT THE SAME MAY BE DISCLAIMED BY LAW. THE CUSTOMER ACKNOWLEDGES THAT SERVICE INTERRUPTIONS WILL OCCUR FROM, TIME TO TIME, AND AGREES TO HOLD THE PROVIDER HARMLESS FOR ALL SUCH INTERRUPTIONS.
19. **WARRANTY (EQUIPMENT):** PROVIDER WARRANTIES TO KEEP CUSTOMER EQUIPMENT OPERATIONAL. THE CUSTOMER HEREBY WAIVES, AS AGAINST THE PROVIDER, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, IN NO EVENT SHALL PROVIDER BE LIABLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, WHETHER OR NOT OCCASIONED BY PROVIDER NEGLIGENCE AND INCLUDING, WITHOUT LIMITATION, LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM THE INTERRUPTION OR FAILURE IN THE OPERATION OF ANY EQUIPMENT SOLD OR OTHERWISE PROVIDED HEREUNDER. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED WITHIN.